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JS-6

*Attorneys for Plaintiff
Coach Services, Inc.*

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

COACH SERVICES, INC., a Maryland
Corporation,

Plaintiff,

vs.

DQ SUNGLASSES CORP., a California
Corporation; WU LI, an individual; and
DOES 1-10, inclusive,

Defendants.

CASE NO. 2:10-cv-03819-JHN-SHx

**ORDER RE CONSENT JUDGMENT
INCLUDING A PERMANENT
INJUNCTION AND VOLUNTARY
DISMISSAL OF ACTION WITH
PREJUDICE**

Plaintiff Coach Services, Inc. (“Coach”) and Defendants **DQ Sunglasses** and **Wu Li** (“Defendants”) have entered into a Settlement Agreement and Mutual Release as to the claims in the above referenced matter. Defendants, having agreed to consent to the below terms, it is hereby:

ORDERED, ADJUDGED, and DECREED as among the parties hereto that:

1. This Court has jurisdiction over the parties to this Final Judgment and has jurisdiction over the subject matter hereof pursuant to 15 U.S.C. § 1121.

2. Coach is the worldwide owner of the trademark “COACH” and various composite trademarks and assorted design components (“Coach Marks”). Amongst the many Coach Marks, one of the most well-known and recognized marks is Coach’s Signature “C” Mark (see below). Coach has used the Signature “C” Mark in

1 association with the sale of goods since as early as 2001. The Signature “C” Mark was
2 first registered at the U.S. Patent and Trademark Office on September 24, 2002.
3 Registrations for the Signature “C” Mark include, but are not limited to, U.S. Reg.
4 Nos. 2,626,565; 2,822,318; 2,832,589; and 3,695,290



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8 3. Plaintiff has alleged that Defendants’ importation, distribution,
9 advertisement, offering for sale, and sale of products bearing a mark/design pattern
10 substantially indistinguishable and confusingly similar to Coach’s Signature “C” Mark
11 (“Infringing Mark” – see below) constitute trademark infringement and unfair
12 competition under the Lanham Trademark Act, 15 U.S.C. § 1051, et. seq. and under
13 the common law.



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21 4. Defendants and their agents, servants, employees and all persons in active
22 concert and participation with them who receive actual notice of this Final Judgment
23 are hereby permanently restrained and enjoined from:

24 (a) Manufacturing, producing, importing, purchasing, distributing,
25 advertising, offering for sale, and/or selling any products bearing the Infringing Mark
26 and/or marks/designs identical, and/or confusingly similar to the Signature “C” Mark;
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1 (b) Using any of Coach’s trademarks or any reproduction, counterfeit, copy
2 or colorable imitation thereof in connection with the manufacture, importation,
3 distribution, advertisement, offer for sale and/or sale of merchandise;

4 (c) Committing any other acts calculated to cause purchasers to believe that
5 Defendants’ products are genuine Coach products unless they are such;

6 (d) Shipping, delivering, holding for sale, distributing, returning, transferring
7 or otherwise moving, storing or disposing of in any manner products bearing the
8 Infringing Mark or items falsely bearing the Signature “C” Mark, or any reproduction,
9 counterfeit, copy or colorable imitation thereof;

10 (e) Passing off, inducing or enabling others to sell or pass off any products or
11 other items that are not Coach’s genuine merchandise as and for Coach’s genuine
12 merchandise;

13 (f) Assisting, aiding or attempting to assist or aid any other person or entity
14 in performing any of the prohibited activities referred to in (a) to (d) above.

15 5. Defendants shall, if they have not already done so, file a Notice of
16 Abandonment of their application to register the Infringing Mark (U.S. Serial No.
17 85,061,518) with the United States Patent and Trademark Office.

18 6. Defendants are jointly and severally liable to Plaintiff in the amount of
19 One Million Dollars (\$1,000,000.00) in connection with the claims alleged in
20 Plaintiff’s Complaint.

21 7. All parties shall bear their own attorneys’ fees and costs associated with
22 this action.

23 8. The execution of this Final Judgment shall serve to bind and obligate the
24 parties hereto.

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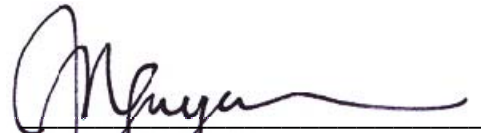
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1 9. The jurisdiction of this Court is retained for the purpose of making any
2 further orders necessary or proper for the construction or modification of this Final
3 Judgment, the enforcement thereof and the punishment of any violations thereof.
4 Except as otherwise provided herein, this action is fully resolved with prejudice.

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6 **IT IS SO ORDERED.**

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8 DATED: May 23, 2011


Hon. Jacqueline H. Nguyen
United States District Judge